**Non-Disclosure Agreement**

T \_\_\_day of \_\_\_\_\_\_\_, 20\_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Carnegie Mellon University, having offices at 5000 Forbes Avenue, Pittsburgh, PA 15213 (“Carnegie Mellon”).

WHEREAS, for the pu rpose of furthering a potential research relationship between them, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Carnegie Mellon (collectively referred to as the “Parties,” and each individually referred to as a “Party”) have determined to establish terms governing the use and protection of certain Confidential Information (as defined below) that one Party (“Disclosing Party ”) may disclose to the other Party (“Recipient”), which information in the case of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ relates generally to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and in the case of Carnegie Mellon relates generally to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NOW THEREFORE, in tending to be legally bound, the Parties agree as follows:

1. Confidential Information.